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Government of Karnataka

Rs. 200

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Certificate No.	:	IN-KA35876253863266Q
Certificate Issued Date	:	30-Aug-2018 01:15 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ NAGASANDRA/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08110638016234590
Purchased by	:	EXECUTIVE ENGINEER ELECTRICAL BBMP DASARAHALLI
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	EXECUTIVE ENGINEER ELECTRICAL BBMP DASARAHALLI
Second Party	:	BENAKA DEVELOPERS AND PROJECTS PVT LTD
Stamp Duty Paid By	:	EXECUTIVE ENGINEER ELECTRICAL BBMP DASARAHALLI
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

Please write or type below this line

BRUHATH BANGALORE MAHANAGARA PALIKE

Est cost Rs: 3.85 Lakhs/ - Job code: 013-17-000022 Agreement No. 014/7.9.2018

This agreement is made and executed on this 7th day of September 2018 at Bangalore, between Bruhath Bangalore Mahanagara Palike, Bangalore, represented by the Executive Engineer (Electrical), Dasrahalli division, here in after called and reffered to as BBMP on ONE PART, and M/s Benaka Developers & Projects private Ltd. #34, 2nd floor, 2nd cross sampige road, Malleshwaram, Banagalore 560003. Here in after called and referred as CONTRACTOR on the other part.

For Benaka Developers And Projects Pvt. Ltd

Managing Director

EE (Ele)
DZ

Statutory Alert:

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WHEREAS, the Executive Engineer Dasarahalli Division, BBMP has invited Tenders from eligible registered contractor of appropriate class II and above for Construction of Bangalore one office and tax office multipurpose building in ward no 13 in shettyhalli sub division. Vide tender notification no. EE (DH) TEND-01/2017-18 Dated:-28.04.2017, M/s Benaka Developers & Projects private Ltd, have also quoted competitive rates for Construction of Bangalore one office and tax office multipurpose building in ward no 13 in shettyhalli sub division.and above said work (Sub estimate providing electrification and fixtures to Bangalore one office and tax office multipurpose building in ward no 13 in shettyhalli sub division). Has been approved by the Chief Engineer (Dasarahalli), BBMP. For rupees 3.85 lakhs. M/s Benaka Developers & Projects private Ltd, have agreed to take up the same which

WHEREAS, the response to the said notification Sub estimate M/s Benaka Developers & Projects private Ltd, to execute the said work at **-3.31%** Below the sanctioned estimate rates and submitted the Difference Cost amounting of Rs. 12745/- through DD NO:.243704 Corporation Bank, Dated:06.09.2018 Bangalore Security Deposit of 5% Rs19000/- through DD No:243705 Corporation Bank, Dated:06.09.2018.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

SCOPE: The scope of this contract shall be to the Construction of Bangalore one office and tax office multipurpose building in ward no 13 in shettyhalli sub division.(Sub estimate providing electrification and fixtures to Bangalore one office and tax office multipurpose building in ward no 13 in shettyhalli sub division).

In consideration of the payment at lowest rates and based on the Schedule-B rates, which has to be paid by the Corporation to the Contractor, at the said rates as mentioned in the Schedule-B from time to time, as and when the bills are submitted for the work executed by the Contractor. Subject to the terms and conditions of the Tender Document. The Contractor shall complete the work as mentioned in the detailed Estimate and Schedule-B.

1. The BBMP shall pay to the contractor at **-3.31% below** the rates mentioned in the Schedule "B" as and when the bills are submitted by the contractor for the work done.
2. The work should be completed within 30 days from the date of issue of work order, failing which the penalty will be levied for the delay period.
3. The contractor shall complete the above mentioned and subsidiary works connected there with within the same site as may be ordered to be done in writing from time to time by the Executive Engineer (Ele), even though such works may or may not be shown in the detailed Estimate and Schedule-B.
4. The Contractor shall be held responsible for any incident and shall pay the compensation to his workmen, payable under the Workmen Compensation Act, 1923, for injuries (God forbid), if any, caused to the workmen of vehicles or any other property during the execution of the work and also the liability that may arise under the common law.

EE (Ele)
DZ

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5. The contractor shall complete the work to the satisfaction of the Bruhat Bangalore Mahanagara Palike and shall rectify the defects developed within guarantee period of one year, from the date of completion of work and the E.M.D and F.S.D recovered from the contractor shall be released only after one year without any interest thereon.
6. While carrying out the works, the firm shall carry out the work with qualified personnel and in consultation with the KPTCL for the line clear etc. if any.
7. The detailed estimate and tender documents shall form part and parcel of this Agreement.
8. The work shall be executed by using quality material, directed by Engineer Incharge from time-to-time. The sample fittings and other accessories shall got approved and the work shall be carried out through qualified persons.
9. The tenderer shall give guarantee for the fixture/fittings and other components and maintain the same for a period of one year from the date of submission of the Bill. All the replacement of fused out and defective accessories shall be carried out free of cost for a period of 1(One) year. In case of LED fixtures street liability period is Two year
10. After receiving the work order, the Tenderer shall commence the work within 7 (Seven) days with full Devotion.Failure to do the work will be presumed that the Tenderer is not-interested in the work and E.M.D. will be forfeited and work will be taken up through other contractor of the cost and Responsibility of the Tenderer.
11. The Successful tenderer should embose on the Equipments , firm name, ward no, date / month and year of Errection etc., clearly using the paint and Contractor shall arrange for photographs (if required) at various stages of the work and Typed list of fittings installed along with the bill.
12. Contractor shall return any released materials which are of any nature from the site during the execution of the work to Engineer incharge of the work; non compliace to this clause causes the deduction of cost of such materials from your Bill.
13. Other terms and conditions as stipulated in the KW-1, KTPP act-1999 and K.T.P.P Rules - 2000 are also apply to this contract.

IN WITNESS WHEREOF, both the parties hereunto have signed this Agreement on the day, month and year first mentioned above.

WITNESSES

1. [Kiran.S]
2. (Vivek.N)

For Benaka Developers And Projects Pvt Ltd

CONTRACTOR
Managing Director

EXECUTIVE ENGINEER (Elecl.)
Dasarahalli Zone, BBMP

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